

CONRAIL

RECORDATION NO. 13103<sup>425</sup>

MAY 18 1981-11 11 AM  
INTERSTATE COMMERCE COMMISSION

1-138A092

No.

MAY 18 1981

Date.....

Fee \$ 10.00

ICC Washington, D. C.

May 13, 1981

Agatha Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and two certified true  
copies of the document described below, to be recorded  
pursuant to Section 11303 of Title 49 U.S. Code.

This document is a Lease, a primary document, dated  
May 1, 1981.

The names and addresses of the parties to the documents  
are as follows:

Lessor: Plasser American Corporation  
2001 Myers Road  
Post Office Box 5464  
Chesapeake, VA 23324

Lessee: Consolidated Rail Corporation  
1138 Six Penn Center Plaza  
Philadelphia, PA 19104  
As successor-in-interest to the  
Penn Central Transportation Company

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May 13, 1981  
Page 2

A description of the equipment covered by the document follows:

| <u>Number</u> | <u>Type</u>  | <u>Railroad's Number</u> |
|---------------|--|--------------------------|
| 9             | Plasser UYT Tampers 2W75                               | MP5000-MP5008            |
| 31            | Plasser Assistant Roadmaster<br>Machines (Smootherers) | MP6000-MP6030            |

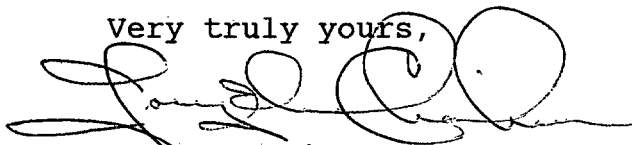
A fee of \$50 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Joseph Chaiken, Esquire  
Consolidated Rail Corporation  
Legal Department  
1138 Six Penn Center Plaza  
Philadelphia, PA 19104

A short summary of the document to appear in the index follows:

Lease, between Plasser American Corporation and Consolidated Rail Corporation as successor-in-interest to the Penn Central Transportation Company, dated May 1, 1981, and covering nine Plasser UYT Tampers 2W75 and 31 Plasser Assistant Roadmaster Machines (Smootherers).

Very truly yours,



Joseph Chaiken  
Corporate Attorney

JC/jk

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**5/18/81**

**OFFICE OF THE SECRETARY**

**Joseph Chiken, Esq.  
Consolidated Rail Corp.  
Legal Department  
1138 Six Penn Center Plaza  
Philadelphia, Pa. 19104**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/18/81** at **11:55am**, and assigned re-  
recording number(s). **13103**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

MAY 18 1981-11 52 AM

IN ESTATE COMMERCE COMMISSION

A G R E E M E N T

The Agreement effective as of May 1, 1981, between Plasser American Corporation ("Lessor"), and Consolidated Rail Corporation ("Lessee").

RECITALS

R1. Lessee, as the successor to the Penn Central Transportation Company, and Lessor are currently parties to a Lease Agreement, dated September 21, 1973 for the lease of certain railroad equipment more particularly described therein (the "Lease Agreement").

R2. An Agreement Dated January 27, 1981, between the parties extended the term of the Lease Agreement until April 30, 1981.

R3. The parties wish to clarify the terms upon which a second extension of the initial term of the Lease Agreement is being made.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the existence and adequacy of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. This agreement shall constitute a valid exercise of Lessee's right to extend the term of the Lease Agreement for all units leased pursuant to said Lease Agreement for the "Second Extended Term" as provided in section 2 of that Lease Agreement, except that section 2 is hereby amended to provide that the "Second Extended Term" shall be for a period of twenty-one (21) months commencing May 1, 1981 and ending January 31, 1983.

2. The rental fee for all units described in the Lease Agreement shall be \$12,000 per month during the first nine (9) months and \$8,000 per month for the remaining twelve (12) months of the Second Extended Term.

3. Section 10 of the Lease Agreement is modified to provide that payments for loss, theft, destruction, or other events described in that section shall be the continuation of rental payments during all periods covered by the Lease Agreement, including the Second Extended Term triggered by the election under this Agreement, and any future term which may be negotiated.

4. Lessee shall provide Lessor with evidence that valid, current financing statements reflecting Lessor's interest in the equipment subject to the Lease Agreement are in effect and on file with appropriate authorities so as to protect Lessor's interest in the units.

5. At the termination of the Second Extended Term as set forth herein and the payment of all rental due during said Second Extended Term title to the equipment leased pursuant to the Lease Agreement shall immediately vest in Lessee, its successors and assigns and Lessee, its successors and assigns shall own said equipment in full, free and clear of any interest of the Lessor or other persons or entities with an interest in the equipment by or through the Lessor. The Lessor shall provide Lessee with copies of and shall file with appropriate authorities such documents as may be necessary to indicate the Lessor no longer has an interest in the equipment leased pursuant to the Lease Agreement.

ACKNOWLEDGEMENT

State of Pennsylvania

Sounty of Philadelphia, ss:

On this 29th day of April, 1981, before me personally appeared H. W. Brown, to me personally known, who being by me duly sworn, says that he is the Vice President and Treasurer, of Consolidated Rail Corporation. That said instrument was signed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James A. Winters

(Signature)

JAMES A. WINTERS  
Notary Public, Phila., Phila. Co.  
My Commission Expires Sept. 12, 1983

My commission expires Sept. 12, 1983

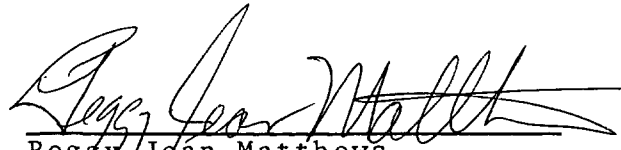
(Notary's stamp)

ACKNOWLEDGEMENT

State of Virginia

City of Chesapeake, ss:

On this 29th day of April, 1981, before me personally appeared Mr. Erwin Troelss to me personally known, who being by me duly sworn, says that he is the President of Plasser American Corporation. That said instrument was signed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Peggy Jean Matthews  
Notary Public  
Virginia State at Large

SEAL

My commission expires 2/5/84